# OFFICE OF THE CITY ATTORNEY ROBERT E. SHANNON, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664

#### **AGREEMENT**

### 

THIS AGREEMENT is made and entered, in duplicate, as of July 10, 2009 for reference purposes only, pursuant to Resolution No. RES-09-0065 adopted by the City Council of the City of Long Beach at its meeting on July 7, 2009, by and between DENARDI MACHINERY, INC. DBA D3 EQUIPMENT, a California corporation ("Contractor"), with a place of business located at 12247 Lakeland Road, Santa Fe Springs, California 90670, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, Section 1802 of the Long Beach City Charter permits the City to make purchases under the purchasing contracts of other governmental agencies when authorized to do so by a resolution; and

WHEREAS, the City desires to purchase four (4) Case 590SM Backhoes ("Backhoes"); and

WHEREAS, the City of San Diego has an Agreement for the purchase of these Backhoes, Bid No. 6214-04-Z ("San Diego Agreement"); and

WHEREAS, Resolution No. RES-09-0065 authorizes the City Purchasing Agent to purchase these Backhoes by virtue of the San Diego Agreement;

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, the parties agree as follows:

- 1. The San Diego Agreement with Contractor is incorporated by this reference as if fully set forth, and the same terms and conditions contained in the San Diego Agreement shall be applicable here except as follows:
  - A. Wherever the San Diego Agreement refers to the City of San Diego, it shall be deemed to refer to the City of Long Beach;
  - B. Contractor shall sell, furnish and deliver to the City four (4) 590SM Backhoes of substantially the same type and kind purchased by the City of San Diego and on the same terms and conditions offered to the City of San Diego,

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except as modified by Exhibit "A" attached to and incorporated in this Agreement. for an amount not to exceed Three Hundred Eighty-Three Thousand Three Hundred Forty-Six Dollars (\$383,346.00), including tax, with a ten percent (10%) contingency for equipment adjustments if necessary, for a period extending until the warranty on the Backhoes expires. To the extent that the San Diego Agreement and this Agreement are inconsistent, the following priority shall govern: (1) this Agreement and (2) the San Diego.

- Payment for the Backhoes purchased from Contractor by the C. City shall be made by the City on delivery to and acceptance of the Backhoes by the City and submittal of an invoice to the City. Payment is due thirty (30) days after the date of the invoice.
  - All warranties shall accrue to the City of Long Beach. D.
- E. The parties may, by mutual agreement, amend Agreement with the approval of the City's City Council.
- 2. Neither this Agreement nor any money that becomes due to Contractor under this Agreement may be assigned by Contractor without the prior written consent of the City Manager or his designee.
- Any notice given under this Agreement shall be in writing and 3. personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be delivered or mailed to Contractor at the relevant address first stated above, and to the City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice shall be deemed given three days after deposit in the mail.
- The terms appearing on the San Diego Agreement are incorporated in this Agreement.
- Contractor shall cooperate with the City in all matters relating to self-5. accrual of use tax. Contractor shall contact the City Treasurer for additional information regarding self-accrual.
  - 6. This Agreement and all documents which are incorporated by

reference in this Agreement constitute the entire understanding between the parties and supersede all other agreements, oral or written, with respect to the subject matter of this Agreement. If there is any legal proceeding between the parties to enforce or interpret this Agreement, or to protect or establish any rights or remedies, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

July 15, 2009  July 16, 2009	DENARDI MACHINERY, INC. DBA D3 EQUIPMENT, a California corporation  By  President  Type or Print Name  By  Secretary  Type or Print Name
	"Contractor"
July 79, 2009	CITY OF LONG BEACH a municipal executed pursuant to section 301 of the CITY CHARTER.  By Assistant City Manager  "City"
This Agreement is approved	as to form on $7-22$ ,
2009.	
	By Deputy

# EXHIBIT "A"



#### Equipment Breakdown:

Case 590SM+ Backhoe

4x4, Extendahoe, Powershift, Ride Control

14x17.5 Front Tires

21x24 Rear Tires

Cab package with heat and air conditioning

Deluxe cloth seat with air suspension and 3" seat belt

Pilot Control

93" 4-1 hydraulic loader bucket

Comfort Steer

Am/FM Radio

Uni-directional plumbing kit for hydraulic tools

Hydraulic backhoe coupler system

12" Backhoe bucket

24" backhoe bucket

Also includes all standard features (attached) as well as extras:

5 lb fire extinguisher
Mirror package
Lighted license plate frame
Rotating Beacon
Mounted slow moving vehicle sign

The total costs of this machine including set up and shipping charges based on the requested equipment by the City of Long Beach. Pricing does not include sales tax.

\$87,722.11

12247 Lakeland Road Santa Fe Springs, California 90670

ph. 562.903.7377 fax. 562.903.7301

www.d3equipment.com

#### City of Long Beach Case 590SM+ Pricing

	Item ID/ Description	Quantity	_ 0	october-03 Pricing	March-08 Pricing			Apr-09 Pricing	Ext	ended Price 2009
1	SCH 1 Item 1 Tractor Loader Backhoe Case 590 Super M Plus* Delivery 90-120 days	1.00 each	\$	70,896.00	\$ \$	75,206.00 [4 <u>,</u> 310.00	\$	79,518.43 (4,312,00)	\$	79,518.43
2	SCH 1 Item 2 Auxiliary Hydraulics for SCG1 Item 1 For use w/ breaker or hydraulic tool Delivery 90-120 days	1.00 each	\$	<b>1,</b> 548.00	\$	1,642.78 ( 94.00	\$ \$	1,642.78 -	\$	1,642.78
3	SCH 1 Item 3 12' Backhoe Bucket Delivery 90-120 days	1.00 each	\$	663.54	\$ \$	703.88 [39.46	\$	703.88	\$	703.88
4	SCH 1 Item 4 24" Backhoe Bucket Delivery 90-120 days	1.00 each	\$	828.60	\$ \$	878.98 ( <u>50</u> .38	\$	878.98	\$	878.98
5 .	SCH 1 Item 5 Hydraulic Backhoe Coupler Delivery 90-120 days	1.00 each	\$	1,467.77	\$ \$	1,557.40 〔89.63	<b>\$</b>	1,479.77 (77:63)	\$	1,479.77
6	SCH 1 Item 6 93" Hydraulic 4-1 Loader Bucket Delivery 90-120 days	1.00 each	N	lot Required	N	ot Required	\$	3,498.27	\$	3,498.27
	∜ncrease in price ∤ (Decrease in Price ∮			·			Sal	e Item Total es Tax (9.25% pping	\$ ) \$ \$	87,722.11 8,114.30
							Tot	tal	\$	95,836.41

Eric Dome Government Sales D3 Equipment 714-719-5900

#### Eric Dome

From:

Terry Wheeler [twheeler@d3equipment.com]

Sent:

Wednesday, April 22, 2009 7:02 AM

To:

Eric Dome

Subject:

FW: TLB Price Increases since 2003

Importance: High

#### Eric.

Be careful how you present this info. It is NOT for general distribution as it is proprietary info, Long Beach only. Please make sure they are aware of this.

The average annual increase was 6.7% per year from 2004 thru 2008 or a total increase on the base unit of 33.5%. Option prices did not increase so therefore the actual annual increase was closer to the 5% annual range.

From: RICHARDSON Jim [mailto:James.RICHARDSON@casece.com]

Sent: Wednesday, April 22, 2009 6:36 AM

To: Terry Wheeler - D3 Eq.

Subject: FW: TLB Price Increases since 2003

Terry, here are the price increases you asked for.

Jim Richardson
Case Business Mgr.
5408 E. Muriel Dr.
Scottsdale, AZ. 85254
(602) 482-1460 Office
(602) 482-1631 Fax
(602) 677-0214 Cell
james.richardson@casece.com

From: REOME Pat (CNH) [mailto:pat.reome@casece.com]

Sent: Wednesday, April 22, 2009 6:17 AM
To: RICHARDSON Jim; ALTMANN Patrick (CNH)
Subject: RE: TLB Price Increases since 2003

Jim,

These are list price increases on base machine only:

2003 – 2% Jan 2003 – 1% Oct 2004 – 0-2% Feb 2004 – 3% Apr 2004 – 2% Oct 2005 – 3-4% Apr 2005 – 5.5% Oct (3% steel surcharge rolled into base price) 2006 – 2% Oct 2007 – 2% Oct 2008 – 3-4% Feb 2008 – 12.5% Mar on 570 only 2008 – 5% June 2008 – 3% Oct except 570 which was 0%

#### Pat

**#NA CE SALES** 

Pat Altmann: 262-636-7572 Pat Reome: 262-636-7177

Fax: 262-636-5310

E-mail: #NA CE Sales (nacesales@casece.com)

From: RICHARDSON Jim [mailto:James.RICHARDSON@casece.com]

Sent: Tuesday, April 21, 2009 5:13 PM

To: ALTMANN Patrick (CNH); REOME Pat (CNH) Subject: FW: TLB Price Increases since 2003

Do we have Backhoe price increase data since 2003 that we can help D3 Eq. with for a bid.

#### Thanks.

Jim Richardson
Case Business Mgr.
5408 E. Muriel Dr.
Scottsdale, AZ. 85254
(602) 482-1460 Office
(602) 482-1631 Fax
(602) 677-0214 Cell

james.richardson@casece.com

From: Terry Wheeler [mailto:twheeler@d3equipment.com]

Sent: Tuesday, April 21, 2009 12:35 PM

To: RICHARDSON Jim

Subject: TLB Price Increases since 2003

#### Jim.

Eric is working on a multi-unit 590SM package w/ the City of Long Beach. We are trying to piggy-back off the last City of San Diego award from 2003 which was good thru 2008, 5 years. Can you please advise what the specific price increases have been for the TLB series since 2003 for each specific increase we have taken?

Terry L Wheeler D<sup>3</sup> Equipment 12247 Lakeland Road Santa Fe Springs, CA 90670

Ph 562.903.7377 Fx 562.903.7301

#### CITY OF SAN DIEGO

PURCHASING DIVISION 1200 Third Avenue, Suite 200 San Diego, CA 92101-4195

Bid No. 6214-04-Z

# REQUEST FOR BID ADDENDUM A

Bid Opening Date: October 21, 2003

@ 2:30 p.m.

Subject: Furnish the City of San Diego with VARIOUS CONSTRUCTION EQUIPMENT, as may be required for a period of one (1) year from date of award, with options to renew for four (4) additional one (1) year periods, in accordance with the attached specifications.

Company D3EQUIPMENT  Federal Tax I.D. No.  Street Address B60 PRODUCTION AVI  City SAN DIEGO  State C14 Zip Code 92/2/  Tel. No 658-693-7400 Fax No. 858-693-744  E-Mail BURUGHNO D3 EQUIPMENT. COM	Date 10/20/03  C*Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or
This cover page must be completed and submitted as par  If your firm is not located in California, are you authorized to	•
If YES, under what Permit #	_
NOTE: The City of San Diego is subject to State Sales an furnish exemption certificates upon request. Do not include	d Use Tax, but is exempt from Federal Excise Tax and will de Federal Excise or Sales Tax in your Bid.
If you are a Vendor located in the City of San Diego, a 1% sa evaluation of your bid.	les tax refund to the City will be considered in
Cash discount terms	ion purposes.]
The following addenda are acknowledged and incorporated in	this submittal:
FOR FURTHER INFORMAT	PION CONCEDNING THIS RID

MICHAEL WINTERBERG/Ir8, Procurement Specialist

Phone: (619) 533-6441

Facsimile: (619) 236-5904

E-mail: MWinterberg@sandiego.gov

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#### I. PRICING PAGE

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hen	01s	EΜ	NOTABORUSAL TRUTHORUS ID:seeqpapole		-avan ir <u>(O</u> Kma <u>n</u> al)	IT ATTINGS	
1.	,	EA	Tractor Loader Backhoe, per attached specifications in Section IV.  Delivery: <u>90</u> Days ARO.  Warranty Period: <u>SRE ATTACH</u> MENT	CASE	590 Super M	70896.00	S
2.	1	EA	Auxiliary Hydraulics, per attached specifications; shall be compatible with item 1.  Delivery: 20 Days ARO.  Warranty Period: 1 YEAR.	CASE	9 <i>BD</i>	.1548.63	\$
3.	1	EA	Backhoe Bucket, 12", per attached specifications; shall be compatible with item 1.  Delivery: 90 Days ARO.  Warranty Period: 1 YEAR	CASE	959	\$ 663.54	\$
4.	]	EA	Backhoe Bucket, 18", per attached specifications; shall be compatible with item 1.  Delivery: 90 Days ARO.  Warranty Period: / Varte.	CASE	9 DR	942.23	\$

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lien	71 <u>. st.</u> (310)	ii Na	SCHOOLIGE TRACTOR I	O TERRILA CERTANA	AND REQUIRED	REATUURAR	
5.		EA	Backhoe Bucket, 24", per attached specifications; shall be compatible with item 1.  Delivery: 90 Days ARO.  Warranty Period: LYEAR.	CASE	9.05	\$ 828.60	\$
6.		EA	All Wheel Drive, per attached specifications; shall be compatible with item 1.  Delivery: 90 Days ARO.  Warranty Period: 1 YEAR	CASE	27	\$ 9,299.56	\$
7.		EA	Hydraulic Breaker, per attached specifications; shall be compatible with item 1.  Delivery: 45 Days ARO.  Warranty Period: 1 VEAL.	STANLEY	MB 65607	12,292.39	\$
8.		EA	Hydraulic Compactor, per attached specifications; shall be compatible with item 1.  Delivery: 45 Days ARO.  Warranty Period: 1 YEAR	STANLEY	H5 6019F	\$ 4946,75	\$

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) Jeografi	試りていまし	43-20-20-20-20-20-20-20-20-20-20-20-20-20-	TE SCHEDUICE I FRENCHOR L Description	o) Podesis Acikizans 1			
9.	:	EA	Dual Lever Backhoe Controls, per attached specifications; shall be compatible with item 1.  Delivery: 90 Days ARO.  Warranty Period: 1 VEAL	CASE	9 BK	\$ 94.14	\$
10.		EA	Hydraulically Actuated Bucket Coupler, per attached specifications; shall be compatible with item 1. Delivery: 90 Days ARO. Warranty Period: 1 VEAR	CASE	9 C H	1467.77	\$
TOTAL FOR SCHEDULE 1:						\$	

NOTE: Bidder must bid on all items in Schedule 1. Failure to do so may be cause for Schedule 1 to be rejected as non-responsive. The City has the discretion of choosing any of the features required at time of placing order.

		3CHEANNE 2 1WO(2) (SHEET) OF	<u> Nessira (Cirira Lina)</u>	olege waring taraki	lo pagenataka	
(O)	EA	Dexeminers  Two (2) Wheel Drive Tractor Loader with	c.=-Vknivikotora	Woda st.	- TUENACOST /	al regulation l
	1511	Three (3) Point Hitch, per attached specifications in Section V.			· 2	s mo
		Delivery: Days ARO.				Bied
		Warranty Period:				



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1.	1	EA	Articulated Wheel Loader, 2.25 Cubic Yard, General Purpose Bucket, per attached specifications in Section VI.  Delivery: 90 Days ARO.  Warranty Period: SEE ATTACHER	CASE	621D TIER II CERTIFIED	\$ .81,612-37	\$
2.	1	EA	4-in-1 Multi-Purpose Loader Bucket, per attached specifications; shall be compatible with item 1.  Delivery: 45 Days ARO.  Warranty Period: 1 VEAL	ACS ASBURY	4-1 2,25 yo	12,231.98	\$
3.	1	EA	Auxiliary Hydraulics, per attached specifications; shall be compatible with item 1.  Delivery: 90 Days ARO.  Warranty Period: 1 VEAR	CASE	521D HYD KIT	2658.60	\$
4.	1	EA	Bucket Coupling System, per attached specifications; shall be compatible with item 1.  Delivery: MS Days ARO.  Warranty Period: MARAL	ACS	30	67 90.98.	\$
TOTAL FOR SCHEDULE 3:							\$

NOTE: Bidder must bid on all items in Schedule 3. Failure to do so may be cause for Schedule 3 to be rejected as non-responsive. The City has the discretion of choosing any of the features required at time of placing order.

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	ingle (		JERUMENER GASONGICIENE GARINAARI	THE PROPERTY OF PROPERTY OF THE PARTY OF THE	ilo dorre e uni		
lien.	2	EA	Articulated Wheel Loader, 2.50 Cubic Yard, General Purpose Bucket, per attached specifications in Section VII.	CASE	621D	\$	\$
			Delivery: 90 Days ARO.  Warranty Period: SEE ATTACKMENT		TIER II CERTIFIED	98, 442.42	
2.	2	EA	4-in-1 Multi-Purpose Loader Bucket, per attached specifications; shall be compatible with item 1.	ACS	4-1	\$	\$
		·	Delivery: 45 Days ARO.  Warranty Period: 1864	ASBURY	2.5 YD	12,143.83	
3.	2	EA	Auxiliary Hydraulics, per attached specifications; shall be compatible with item 1.  Delivery: 90 Days ARO.	CASE	6210 HYD	2650,60	\$
			Warranty Period: 1 YEAR		KIT		
4.	2	EA	Bucket Coupling System, per attached specifications; shall be compatible with item 1.  Delivery: 45 Days ARO.	ACS	30	6,592,19	\$
	<u> </u>		Warranty Period: / VEAR				
	-				TOTAL	FOR SCHEDULE 4:	\$

NOTE: Bidder must bid on all items in Schedule 4. Failure to do so may be cause for Schedule 4 to be rejected as non-responsive. The City has the discretion of choosing any of the features required at time of placing order.

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#### II. TERMS AND CONDITIONS

#### A. AWARD

This bid shall be awarded by schedule, or as a lot, as may be in the best interest of the City.

#### B. PRICING

Prices quoted shall include all delivery charges and shall be FOB Destination to:

General Services Department/Equipment Division 2740 Caminito Chollas San Diego, CA 92105

#### C. ORDERING

The City does not have an immediate need for the equipment listed on the Pricing Pages and will not be placing an immediate order. However, the City anticipates that orders will be placed throughout the contract period and the estimated total quantities are based on past experience.

#### D. SUBMITTALS

#### 1. BID SUBMITTAL

Bids must be returned in a sealed envelope to the Purchasing Division, 1200 Third Avenue, Suite 200, San Diego, CA 92101. The bid number and opening date/time must be referenced on the outside of the envelope (lower left corner). Bids must be received by the Purchasing Reception Desk prior to bid opening at 2:30 p.m. on bid opening date. Faxed bids will not be accepted.

The original and one (1) copy of bid, including any attachments, shall be submitted.

#### 2. SUBMITTALS REQUIRED WITH BID

Failure to provide the required submittals with the bid may be cause for the bid to be rejected as non-responsive.

- a. Bidder's References (as specified in Section II, paragraph L).
- b. Copy of Manufacturer's Warranty (as specified in Section III, paragraph D).
- c. Equipment Specifications Brochure (as specified in Section III, paragraph H).
- d. Equipment Specifications Checklist (as specified in Section III, paragraph I).
- e. Certification Survey (use form on page 102).

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#### 3. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the bid to be rejected as non-responsive.

- a. Insurance requirements as specified in Section II, paragraph G, if not currently on file.
- b. Taxpayer Identification Number (W-9) as specified in Section II, paragraph Q, if not currently on file.

#### E. OPTION TO RENEW

The City may desire to exercise an option to renew the contract for <u>four</u> (4) additional <u>one</u> (1) year periods under the terms and conditions of the current contract beginning on the anniversary of the commencement of contract. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed <u>sixty</u> (60) days prior to the expiration of the contract period. Either the City or the Contractor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter offering the Bidder an opportunity to renew the contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City, in writing, before it becomes valid.

If Bidder would accept the option to renew, please indicate the maximum percentage increase to which the prices in effect at the end of the current contract year would be subject if the renewal options were exercised.

Failure to complete the price increase section above will be construed to mean that prices bid will not be increased during any option period.

If an increase is requested, the Contractor must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City, and the City reserves the right to accept or reject.

Would the Bidder accept the option to renew, subject to the above stated conditions?

X YES INO

This section will not be considered in the evaluation for award.

The City may also desire to extend a contract on a month-to-month basis upon expiration of the current contract period under the terms and conditions of the current contract unless modified in writing. The renewal is contingent on a mutual agreement between the City and the contractor with such agreement to be confirmed in writing prior to the expiration of the contract period.

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## PRICE ADJUSTMENT CLAUSE FOR OPTION RENEWAL

In the event the Contractor does not request a price increase at the time of the contract renewal, and the manufacturer subsequently announces a general increase in the price of their products, the Contractor may request an increase at that time. The Contractor must provide detailed supporting documentation from the manufacturer to support the requested increase. The requested increase shall not exceed the percentage increase indicated in the "Option to Renew" clause.

#### G. INSURANCE REQUIREMENTS FOR TRAINING

All required insurance shall be submitted to Purchasing within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the City shall be cause for the bid to be rejected as non-responsive. Insurance shall be maintained by the Contractor in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract.

All policies must have a thirty (30) day non-cancellation clause giving the City thirty (30) days prior written notice in the event a policy is canceled.

At the end of each contract year, the City reserves the right to review insurance requirements and to require more or less coverage depending upon assessment of the risk, the vendor's past experience, and the availability and affordability of increased liability insurance coverage.

Insurance coverage must be from an insurance carrier licensed in the State of California and rated "A" or better by the A.M. Best Key Rating Guide.

The following coverage is required:

- Commercial General Liability for a minimum of one million dollars each occurrence (\$1,000,000.00 EO). The City of San Diego must be named as an additional insured on the certificate.
- Workers' Compensation coverage in accordance with the laws of the State of California. Policy must contain a Waiver of Subrogation of Rights against the City of San Diego.

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#### H. PUBLIC AGENCY

It is intended that any other public agency as defined by Cal. Gov. Code § 6500 shall have the option to participate in any award made as a result of this solicitation. This option shall extend for the term of the agreement with the City of San Diego, and shall be subject to the contractor's acceptance. Any participating public agency shall accept sole responsibility for the placing of orders, arranging for delivery and/or services, and making payments to the contractor. The City of San Diego will not be liable, or responsible, for any obligations, including but not limited to financial responsibility, in connection with participation by other public agencies.

If other agencies participate, the vendor shall furnish the City of San Diego an annual report showing the name of the agencies, contact person and phone number for each agency, and details of items supplied, including quantities. This report shall be furnished to the City on the anniversary date of the commencement of the contract.

#### I. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify, protect, and hold City and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to City's or Contractor's employees, agents, or officers which arise from, or are connected with, or are caused, or claimed to be caused by the acts, or omissions of Contractor and its agents, officers, or employees in performing, providing, manufacturing, or supplying the work, services, product, or equipment relating to this bid, and all expenses of investigating and defending against same; provided, however, that Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees.

Notwithstanding anything herein to the contrary, the services provided under this contract will not give rise to, nor will be deemed or construed so as to confer any rights on any other party as a third party beneficiary or otherwise.



#### J. EQUALS CLAUSE

Whenever reference to a specific brand name is made in these specifications, it is illustrative and to be construed as a specification which describes a component that has been tested or evaluated by the City as best meeting specific operational, design, performance, maintenance, quality, and reliability standards and requirements of the City, thereby incorporating these requirements by reference within the specification. An equivalent ("or equal") may be offered by the Bidder, subject to testing or evaluation by the City prior to award of bid. The City shall be the sole judge of whether any proposed item will fulfill its requirements. It shall be the sole responsibility of the Bidder to provide, at Bidder's expense, any product information, test data, and other information or documents the City may require to fully evaluate or demonstrate the acceptability of the offered substitute. Where appropriate, independent testing or evaluation (including destructive testing) may be required as a condition of acceptance at a qualified test facility at the Bidder's expense.

#### K. QUANTITIES

The estimated requirements shown on the Pricing Page(s) will vary with the demands of the City of San Diego. These quantities are listed for information purposes only and shall not be deemed to either guarantee a minimum amount or restrict the maximum amount to be delivered throughout the contract period. Nor shall any variations from the estimated quantities, regardless of extent, entitle the bidder to an adjustment in the unit price or to any other compensation.

#### L. REFERENCES/QUALIFICATIONS

Bidders are required to provide references from a minimum of five (5) customers that have purchased similar equipment. This will enable the City to judge product reliability, vendor performance, and other information.

To enable the City to evaluate the responsibility, experience, skill, and business standing of the bidder, the following documents must be included with the bid submittal:

Bidder's References (use form on pages 100 and 101).

#### M. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions, dated September 12, 2001, (on file in the Office of the Purchasing Agent) are incorporated as part of this bid/proposal and any resulting contract by reference. The General Provisions are available online at <a href="https://www.sandiego.gov/purchasing">www.sandiego.gov/purchasing</a> or via request from the Purchasing Division by calling (619) 236-6000.

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By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent and requirements of said General Provisions; and acknowledge said General Provisions are included as a part of this bid/proposal.

In the event of any conflict between the City of San Diego General Provisions and the terms and conditions included in this bid/proposal, the terms and conditions of this bid/proposal shall prevail.

#### N. ADDENDA

It is the Bidders' responsibility to ensure that all addenda issued are incorporated in their bid submittal.

Failure to acknowledge and incorporate addenda will not relieve the Bidder of the responsibility to meet all terms and conditions of the specifications for price bid.

#### O. EXCEPTIONS

If a Bidder/Proposer takes any exception to any part of these specifications as written, or as amended by any Addenda subsequently issued, or the General Provisions, they must do so in writing. Said exceptions must be submitted with the bid/proposal. Failure to do so will be construed as acceptance of <u>all</u> provisions of the specifications and General Provisions.

#### P. BID RESULTS

Bid results will not be given out over the phone. To obtain bid results, either (1) attend the bid opening or (2) provide a self-addressed stamped envelope referencing the bid number. Envelopes may be submitted with the bid, or mailed directly to the Purchasing Division. They will be kept on file until the bid opens and the extensions are verified. Bid tabulations will generally be mailed to requester within three (3) working days after the bid opening to review bid tabulation.

#### O. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

I.R.S. regulations require the City of San Diego to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City of San Diego. This information is necessary to complete Form 1099 at the end of each tax year.

In order to comply with I.R.S. regulations, the City of San Diego requires each vendor to provide a Form W-9 prior to award of contract. Failure to provide a completed Form W-9 within three (3) business days of the City's request may result in a bid being declared non-responsive and rejected.

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#### R. AUDIT AND INSPECTION OF RECORDS

The Contractor, and any Subcontractors, shall make available upon request all records which in the opinion of the City Auditor are necessary to conduct an audit of this contract. Such records may include invoices, materials, payrolls, personnel records, and other data relating to all matters covered by this contract. The Contractor and Subcontractors shall retain such data and records for a period of not less than three (3) years following receipt of final payment. The Contractor shall make available all requested data and records at reasonable locations within the City or County of San Diego, at any time during normal business hours, and as often as the City deems necessary. If records are not made available within the City or County of San Diego, the Contractor shall pay the City's travel costs to the location where the records are maintained. Failure to make requested records available for audit by the date requested will result in immediate termination of contract.

#### S. ASSIGNMENT OF CONTRACT

Contractor shall not assign this contract, or any right or interest hereunder, without prior written consent of the City.

#### T. DRUG-FREE WORKPLACE POLICY

All City projects are subject to City of San Diego Council Policy No. 100-17, Drug-Free Workplace. This policy requires that all City construction contractors, consultants, grantees, and providers of non-professional services provide a drug-free workplace in accordance with the provisions contained therein.

The Drug-Free Workplace Policy is available online at <a href="https://www.sandiego.gov/purchasing">www.sandiego.gov/purchasing</a> or via request from the Purchasing Division by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent, and requirements of said policy; acknowledge said policy is incorporated as part of this bid/proposal; certify that they have a drug-free workplace program in place that complies with said policy; and that subcontractor agreements for this bid/proposal contain language which indicates the subcontractor's agreement to comply with this policy.

#### U. AMERICANS WITH DISABILITIES ACT

Every person or organization awarded a contract, lease, or grant by the City of San Diego acknowledges and agrees that they are aware of and will comply with Council Policy 100-04, adopted by Resolution No. 282153 relating to the federally mandated Americans with Disabilities Act (ADA). Contractors and Subcontractors will be individually responsible for their own ADA program.

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In compliance with Council Policy 000-03, adopted by Resolution No. 279130, sign language or oral interpreting services are available at pre-bid meetings and bid openings with a five (5) business day notice to Purchasing at (619) 236-6000 or email at Purchasing@sandiego.gov.

#### V. EOUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Contractor shall also ensure that their Subcontractors comply with the City's Equal Employment Opportunity Program. Contractor agrees to be bound by the City Of San Diego Equal Opportunity Ordinance (Municipal Code Chapter II, Article 2, Division 27).

Contractor shall submit a Work Force Report or an Equal Employment Opportunity Plan, within five (5) days of being notified by the Purchasing Division.

For questions regarding the City's Equal Employment Opportunity Program, contact the Equal Opportunity Contracting Office at (619) 533-4464.

#### W. NONDISCRIMINATION IN CONTRACTING

Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall also be included in construction contracts between the contractor and any subcontractors, vendors, and suppliers.

As part of its bid proposal, Bidder shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.



Upon the City's request, Contractor agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of names of all subcontractors, vendors, and suppliers that Contractor has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (Municipal Code Sections 22.3401 - 22.3417). Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the contractor up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. Contractor further understands and agrees that the procedures, remedies, and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

For questions regarding the City's Nondiscrimination in Contracting Ordinance, contact the Equal Opportunity Contracting Office at (619) 533-4464.

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#### III. GENERAL REQUIREMENTS

## A. <u>VEHICLE/EQUIPMENT REGISTRATION AND LICENSE PLATES</u> (SECTIONS IV, V, VI, VII, VIII, AND IX ONLY)

The Contractor shall obtain the exempt registration and license plates. §

The legal registration title shall be as follows:

City of San Diego Equipment Division 1200 Third Avenue, Suite 200 San Diego, CA 92101-4195

City Equipment I.D. No.

Prior to applying for Exempt "E" license plates, the vendor shall contact the City's Equipment Coordinator at (619) 527-7571 to obtain a City of San Diego Equipment identification number for each vehicle/equipment. This number must appear on the final registration certificate.

Some equipment may be purchased via the City's Equipment and Vehicle Financing Program. These units will require that the Vehicle Financing Program Provider be listed as Lien holder on vehicle/equipment registration. Contact the Equipment Division Engineer at (619) 527-7561 for Lien holder verification.

A facsimile of the registration card shall be inserted in the registration holder and each holder shall be attached inside the equipment. The location and method of attachment of the registration holder to the equipment shall be approved by the Equipment Division Engineer prior to installation.

The original registration card shall be included with the warranty documents upon delivery of each unit to the City. These documents shall be contained in a document delivery envelope.

The license or identification plates shall be installed prior to delivery of each unit.

#### B. DELIVERY

To optimize Equipment Division labor requirements, the scheduling of new equipment deliveries shall be required. The successful Bidder, upon receipt of City Purchase Order or Master Lease authorization, and prior to submittal of factory order, shall contact the Equipment Division Engineer at (619) 527-7561 to establish delivery intervals.

The equipment shall be delivered complete and ready for operation. It shall be new and the latest model and, except as otherwise specified, be standard in all respects. It shall have all the usual equipment and features as shown by current manufacturer's catalogues. It shall be fueled and completely lubricated, and all pre-delivery services shall have been performed. Delivery time is Monday through Friday, 10:00 a.m. to 3:00 p.m.

The City will not pay for any equipment that is not delivered as specified in the bid. Conformity to equipment specification and the subsequent equipment acceptance date will be determined by the Equipment Division Engineer. Payment terms will be based on date of acceptance by the City.

#### C. EQUIPMENT AND VEHICLE FINANCING PROGRAM

The City reserves the right to make a direct purchase of proposed equipment, or to arrange financing under the City's Equipment and Vehicle Financing Program.

If the City chooses to utilize its Equipment and Vehicle Financing Program, the successful Bidder shall sell the equipment to the City's lessor under the same terms and conditions offered to the City. (See Attachment A.)

#### D. WARRANTY

All equipment shall have the regular manufacturer's guarantees against defects in material and workmanship. This guarantee shall have the standard manufacturer's warranty. In no case shall coverage be less than twelve (12) months after a unit is placed in service. Where a standard manufacturer warranty exceeds a period of one (1) year, this warranty shall also be provided to the City. Bidders shall submit a copy of the manufacturer's warranty with their bid. Should there be a conflict between the manufacturer's warranty and these specifications, these specifications shall prevail as may be in the best interest of the City.

Prior to issuance of a purchase authorization, the successful Bidder shall establish and deliver to the City a one (1) year service contract with an approved local warranty service facility. Contract and service facility shall have prior approval of the Deputy Director, General Services/Equipment Division.

In the event of a breakdown or failure of the equipment during the warranty period and upon receipt of notice (written or verbal) from the City, Contractor shall take satisfactory action to effect repair or replacement of affected parts within forty-eight (48) hours.

Transportation of the equipment from any City of San Diego Station, or place of breakdown, to the warranty service facility for warranty work and back, shall be the responsibility of the Contractor. This includes towing when necessary. If the City must have the equipment towed for reasons of security or safety, the Contractor shall be responsible for all costs.

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#### E. PARTS STIPULATION

The successful Bidder shall ensure adequate and continued parts support for the useful life of the equipment. The successful Bidder shall provide access to proprietary parts for the equipment for a period of not less than five (5) years from the last delivery of the equipment. Parts must be available in San Diego County and/or received by the City of San Diego within forty-eight (48) hours from placement of the order.

All proprietary consumable and wear parts for the equipment and its related components shall be included.

It is the intent of the City to have a full complement of fast moving spare parts in stock prior to the first delivery of the equipment. The successful Bidder shall provide the City with a recommended minimum stock parts list for the equipment within forty-five (45) days of award of contract.

Failure to comply with these stipulations may result in the termination of this contract by the City.

#### F. KEYS

All locks on delivered equipment shall be operable with one (1) key. Five (5) keys for each lock shall be provided upon delivery. Key codes shall be furnished for all equipment delivered.

#### G. EQUIPMENT LINE SHEET

The successful Bidder shall provide, upon delivery of each unit, a copy of the factory/OEM line sheet indicating parts identification particular to the delivered unit.

#### H. EQUIPMENT SPECIFICATION BROCHURE

Each Bidder shall furnish, as a part of the bid, manufacturing specification brochures clearly describing the equipment they propose to furnish. These accompanying documents shall clearly indicate all points specified herein.

#### I. EQUIPMENT SPECIFICATIONS CHECKLIST

Each Bidder shall complete and furnish, as a part of the bid, the specifications checklist herein. The Bidder shall insert an "X" (checkmark) in the box labeled "Meets Specifications". Any exceptions to the specifications must be clearly stated under the column labeled "Bidder's Exceptions". Attach additional information regarding exceptions and/or deviations. The specifications checklist shall be completed in its entirety. Failure to provide a complete, accurate Equipment Specifications checklist may cause the bid to be rejected as non-responsive.

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#### J. DEMONSTRATION

Bidders may be required, at Bidder's expense, to demonstrate their proposed equipment for a minimum of three (3) days in San Diego prior to awarding the contract. Equipment provided for the demonstration must be deemed by the City to be comparable to the equipment specified in the bid. Bidders will not be reimbursed for any demonstration costs incurred. The City shall be the sole judge of the suitability and acceptability of any equipment proposed or demonstrated.

#### K. TRAINING

The successful Bidder may be required to conduct operator and mechanic training. Special emphasis shall be given to any unique characteristics of the equipment and repair. The City will not pay any cost incurred by the successful Bidder in providing the training.

#### L. MANUALS

One (1) set each of the following manuals shall be provided for each type of equipment delivered:

- Operation Manuals
- Service Manuals
- Parts Manuals

#### M. LABELS

All signs and labels required by ANSI, OSHA and DOT shall be affixed.

#### N. CODE COMPLIANCE

All equipment delivered under these specifications shall comply with all applicable provisions of Federal Motor Vehicle Standards and California Vehicle Codes.

#### O. FEDERAL EXCISE TAX

The City of San Diego is exempt from Federal Excise Tax and will furnish an exemption certificate upon request.

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# IV. SPECIFICATIONS AND CHECKLIST FOR SCHEDULE 1 - TRACTOR LOADER BACKHOE AND REQUIRED FEATURES

#### GENERAL

It is the intent of this specification to describe a two (2) wheel drive diesel powered tractor equipped with multi-purpose (4-1) loader, extendable backhoe, all weather cab with air conditioning and auxiliary attachments.

MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS	BIDDER'S EXCEPTIONS
A. FRAME Unit provided shall have a main frame and a fully componentized power train.	Þ	A
B. WEIGHT  Unit shall have a minimum operating weight of 15,000 lbs. (including buckets) without counter weights or extra equipment.  Weight Offered: 20236	j≊:	В.
C. <u>DIMENSIONS</u> 1. Wheel base: 82" to 86"  Base Offered: <u>By"</u> inches	<b>%</b> '	C. 1.
2. Height of cab: 96" to 108"  Height Offered: 106 inches	蛏	2.
3. Ground clearance: 12" to 15" Ground Clearance Offered: ///inches	Þ	3.

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	MINIMUM SPECIFICATIONS	MEETS SPECIFICATION	S BIDDER'S EXCEPTIONS
	D. ENGINE  A four (4) cylinder, diesel engine rated at a minimum of 99 net HP at 2200 RPM and minimum of 290 net foot pounds of torque at 1500 RPM, shall be provided.  Engine cubic inch displacement shall be not less than 239 cubic inches. The engine provided shall meet all EPA emission requirements. Engine provided shall be turbo charged or naturally aspirated. If naturally aspirated, a spark arresting muffler shall be provided.		D.
	Engine Offered: 47-390 DIES  The following features are required:  1. Heavy duty spin on fuel and oil filters	爲	1.
	Air cleaner with restriction indicator	Ø	2.
	3. Governor	Ø	4.
	4. Pre-cleaner filter	Ø	5.
F	A twelve (12) volt electrical system with 65 AMP alternator and one (1) battery rated at 680 cold cranking AMPS minimum shall be provided. The battery shall not be installed in close proximity to the exhaust system.	)ब्रह्म	E.
	Electrical System Provided:  AS SPECIFIED		

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MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS	BIDDER'S EXCEPTIONS
The following electrical components are required:		
1. Horn	<b>⊠</b>	1.
2. Neutral start switch	×	2.
3. Two (2) Halogen headlights and tail lights, two (2) front flood lights and four (4) rear flood lights	×	3.
Keyed ignition, directional turning signal and emergency flashers	×	4.
5. AM/FM radio with cassette and speakers	Ø	5.
6. Strobe light mounted on roof with guard, ECCO Model 6660A or equal. Strobe light control switch shall be mounted in the cab.  Manufacturer: ECCO  Model: 6600 A	×	6.
F. STEERING  The unit shall have hydraulic power steering with equal steering, 2.75 turns left and 2.75 turns right.  Steering and Turning Capability Offered: 2.75	ø	F.

PII/

MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS	BIDDER'S EXCEPTIONS
G. TRANSMISSION  Transmission shall be a power-shift, which automatically shifts through four (4) gears as required, when the highest gear in forward or reverse is selected. A torque converter and power shuttle equipped with modulation shall be provided. The forward/reverse power shuttle control lever shall have a neutral detent. Clutch disconnect button shall be located on the shift lever and loader control lever.	Ø	G.
H. BRAKES  The brakes shall be individually or jointly foot operated, hydraulic actuated wet disc brakes to both rear wheels. The brakes shall be self-adjusting, self-equalizing, and self-filling. The brake reservoir shall be included as part of the hydraulic tank capacity. A parking brake shall be provided which is independent of the service brakes.  Brake Operation Offered:	Ø	H.

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MINIMUM SPECI	FICATIONS	MEETS SPECIFICATIONS	BIDDER'S EXCEPTIONS
I. HYDRAULIC SY An open center typ equipped with Anti- valve for backhoe s shall be provided. A driven gear type pu not less that 42 GPI engine RPM shall b The system shall ha line filter rated at 7 steel reservoir with sight gauge. All hy fittings shall be S.A	e system i-Rebound swing precision An engine- imp rated at M at governed be provided ive a return microns and a an oil level draulic hose	Þ	I.
J. FLUID CAPACITI The following are n capacities:  1. Fuel tank: 42 U. Capacity Offered	ninimum S. gallons l:	≅	J. 1.
2. Hydraulic reserve 14 U.S. gallons Capacity Offered 14.5 U.S. gallo	:	Ø	2.
3. Engine oil with fi 11 quarts Capacity Offered		)对	3.

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	MEETS	
MINIMUM SPECIFICATIONS	SPECIFICATIONS	BIDDER'S EXCEPTIONS
K. WHEEL AND TIRES  1. Front: 14.5/75 x 16.110 ply F3 tread.  Size and Type Offered:	×	K. 1.
AS SPECIFIED		
2. Rear: 21L x 24 10 ply R4 tread. Size and Type Offered:  AS SPECIFIED	Ø	2.
L. <u>DIFFERENTIAL LOCK</u> The unit shall have electric-over-hydraulic differential lock-up capabilities (no exceptions).  Type AS: SPECIFIED	风	L.
M. MULTI-PURPOSE LOADER  Front loader with self-leveling and ride control (hydraulic dampened loader arms) features shall be provided. The loader bucket shall be as wide as the overall width of the tires.	ÌΣI	M.
A three (3) spool, single lever control valve shall be provided to operate all loader functions such as:      Product alarm open and	Я́	1.
<ul> <li>Bucket clam open and close.</li> <li>Loader arm, raise, lower and float.</li> <li>Bucket dump and curl.</li> </ul>		



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	MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS	BIDDER'S EXCEPTIONS
	The following front loader minimum requirements shall be provided:		2.
	a. Bucket type: General purpose	) x	a. •
	Type Offered:		
	b. Bucket capacity: 1.2 cu. yd. heaped	, Ø	b.
	Capacity Offered:		
	c. Dig depth below grade bucket flat: 4"	<b>'⊠</b> '	c.
	Size Offered:		
	d. Height to bucket hinge pin:	<b>, , , ,</b>	d.
	Size Offered:		
	e. Bucket breakout force: 12,100 lbs.	Ø	e.
	Force Offered:		
	f. Lift capacity full height: 7,400 lbs.	Ø	f
	Capacity Offered:		

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MINIMUM SPECIFICATIONS	MEETS SPECIFICATION	S BIDDER'S EXCEPTIONS
g. Cutting edge: Reversible bolt-on double edge blade with minimum of four (4), 1 1/2" wide rows tungsten carbide impregnated on bottom. A minimum of two (2) passes on leading edge and two (2) passes on trailing edge shall be provided.  Type Offered:  AS SPECIFIED	×	g.
h. Two (2) 3/8" chain lifting grab hooks welded on top edge.	図	h.
N. <u>BACKHOE</u> Backhoe provided shall be over-center design. A hydraulically extendable dipper shall be provided. Backhoe control valve shall be sectional.	<b>⊠</b>	N.
1. Digging Depth: (when equipped with a 24" high capacity trenching bucket) 16' (retracted) 20' (extended)  Digging Depths Offered:  Retracted: /b/4"  Extended: 20', y''	×	1.
2. Digging force (bucket cylinder): 14,700 lbs.  Digging Force Offered:	×	2.

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MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS	BIDDER'S EXCEPTIONS
Digging force (dipper cylinder retracted): 8,400 lbs.	)\$\forall \begin{array}{cccccccccccccccccccccccccccccccccccc	3.
Digging Force Offered:		
4. Loading height: 13' Height Offered: 13'-9"	<b>\mathrew{\mtx}\\ \mo}\}\}}}}}}}}}}}}}}}}}}}}}}}}}}}}}</b>	4.
5. Mechanical bucket quick attach: Shall be compatible with buckets and attachments currently utilized by the City.	র	5.
6. Loading reach: 6' to 8'.  Reach Offered: 9-676 12-9	<b>⊠</b>	6.
7. Stabilizer pads: Combination flip-over street and dirt type.	. 🔟	7.
8. Chain lifting loop: One (1) 1-1/2" round stock loop welded on rear of bucket at center line to utilize 3/8" grab hook.	Ø	8.
9. Wear strips: Minimum of 3" wear strips on back of bucket.  Size Offered: 3"	海	9.
10. Controls: Four (4) lever control pattern with foot swing.	¥	10.
11. Boom Swing: Boom swing circuit shall incorporate hydraulic cushioning for the last 12" of boom travel, left and right.	<b>⊠</b>	11.



	MINIMUM SPECIFICATIONS	MEETS SPECIFICATION	IS	BIDDER'S EXCEPTIONS	
	O. INSTRUMENTATION  1. The following gauges shall be provided: a. Converter oil temperature b. Engine water temperature c. Fuel d. Voltmeter e. Hour meter f. Tachometer g. Engine oil pressure	e 💌		O. 1.	
	<ol> <li>A warning light monitoring system shall be provided for the following functions:         <ol> <li>Alternator</li> <li>Engine oil pressure</li> <li>Hydraulic filter</li> <li>Air cleaner</li> </ol> </li> </ol>	<b>X</b>	2	2.	
	<ul> <li>3. An audible alarm system shall be provided for the following safety functions:</li> <li>a. Power shuttle position alarm</li> <li>b. Parking brake</li> <li>c. Engine oil pressure</li> <li>d. Coolant temperature</li> </ul>	×	3.		
P	. ROLLOVER PROTECTIVE CAB STRUCTURE The unit shall be equipped with a State of California Division of Industrial Safety approved R.O.P.S. all weather cab with sound suppression to 75 DBA.	×	P.		
	The following cab features shall be provided:  1. Heater and defroster	<b>`</b>	1.		
	2. Air conditioning	\M_	2.		

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MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS	BIDDER'S EXCEPTIONS
Front and rear windshield     wiper with washer	×	3.
4. Deluxe air ride suspension seat with 3" retractable seat belts	Ø	4.
5. West Coast mirrors	×	5.
6. 3" x 6" rear view mirror	Þ	6.
7. Sun visor	, <b>x</b>	7.
<ul> <li>Q. ACCESSORIES</li> <li>The unit shall be delivered with all standard features plus the following:</li> <li>1. Lock up kit</li> </ul>	<b>M</b>	Q.
SMV (Slow Moving Vehicle) emblem	Ø	2.
3. Backup alarm shall be ECCO Smart Alarm Model SA 914, or equal Manufacturer:  PRECO Model:	<b>ps</b>	3.  PRECO 250
4. Front and rear tie down pads to utilize 3/8" binder chain	×	4.
5. Fenders	<b>A</b>	5.
6. Drive line guard	)M	6.

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MINIMUM SPECIFICATIONS .	MEETS SPECIFICATIONS	BIDDER'S EXCEPTIONS
R. <u>COMPATIBILITY</u>		R.
The unit provided shall be compatible with the following attachments currently used by the City:		
1. Case 24" trenching bucket	×	1.
2. Case 12" trenching bucket	×	2.
3. Stanley Model MB 656 Breaker	Ø	3.
Stanley Model HS 6000     Compactor	×	4.

### REQUIRED FEATURES FOR SCHEDULE 1

These specifications describe features/equipment that may be required and will be ordered at the City's discretion. Such features/equipment shall be compatible with the tractor loader backhoe and shall be installed and ready for operation upon delivery.

MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS	BIDDER'S EXCEPTIONS
A. AUXILIARY HYDRAULICS (Item 2)  The unit shall be equipped with factory installed auxiliary hydraulics. The auxiliary valve shall automatically adjust hydraulic flow to meet attachment operating requirements.  Auxiliary control switch shall be located on backhoe control lever. Quick disconnect hydraulic fittings shall be located on the dipper to facilitate the attaching of hydraulic actuated backhoe mounted tools.	×	A



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MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS	BIDDER'S EXCEPTIONS
B. BACKHOE BUCKETS (Items 3-5)		В.
Buckets provided shall be compatible with tractor quick hitch system. All buckets shall be heavy duty, in accordance with the following requirements:  1. 12" trenching bucket  Size Offered: /2 inches	赵	1.
2. 18" trenching bucket Size Offered: /B inches	Ø	2.
3. 24" trenching bucket Size Offered: 2 Y inches	⊠`	3.
C. ALL-WHEEL DRIVE (Item 6)  OEM all-wheel drive shall be provided, which is capable of being shifted in and out of 4WD during motive operation. Front tire shall be 14 x 17.5 Lug Tread in lieu of 14.5/75 x 16.1 tires. Rear and front axle shall be equipped with outboard planetaries.	Ď¥`	C.
D. HYDRAULIC BREAKER (Item 7) The hydraulic breaker provided	,58I	D.
shall be compatible with the backhoe quick attaching system. Attachment shall be activated via switch located on the backhoe control lever.		
Manufacturer: STANLEY  Model: MB 656-07		

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MINIMUM SPECIFICATIONS	MEETS SPECIFICATION:	S BIDDER'S EXCEPTIONS
The following are minimum specifications:  1. Impact energy class: 875 ft. lbs.	<b>A</b>	1.
Impact Offered:		
2. Blows per minute: 600 to 1000 Blows Offered:	屋	2.
600 - 1000		
3. Weight with tool: 872 lbs. maximum Weight with Tool Offered:  872	¥	3.
4. Working tool: Conical point Working Tool Offered:  CONICAL POINT	×	4.
E. HYDRAULIC COMPACTOR (Item 8)  The hydraulic compactor provided shall be compatible with the backhoe quick attaching system. Attachment shall be activated via switch located on the backhoe control lever. Shall be Stanley Model HS 6000 or approved equal.	<b>⊠</b>	E.
The following are minimum specifications:  1. Centrifugal Force: 6400 lbs.  Force Offered:  6400	<b>)</b>	1.



MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS	BIDDER'S EXCEPTIONS
2. Frequency: 2000 VPM Frequency Offered:	<b>X</b>	2.
3. Operating pressure: 1800 to 2000 PSI maximum  Pressure Offered:	₩.	3.
4. Width: 23" Width Offered: 23 inches	ਬ	4.
5. Operating weight: 825 lbs. maximum  Weight Offered: #25	Ø.	5.
F. DUAL LEVER BACKHOE CONTROLS (Item 9) Provide dual lever backhoe controls in lieu of four (4) lever backhoe controls	<b>X</b>	F.
G. HYDRAULICALLY ACTUATED BUCKET COUPLER (Item 10)  Provide hydraulically actuated backhoe bucket quick coupler. Coupler shall be single point pickup design.	ÞÍ	G.

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# VI. SPECIFICATIONS AND CHECKLIST FOR SCHEDULE 3 - ARTICULATED WHEEL LOADER 2.25 CUBIC YARD, GENERAL PURPOSE BUCKET AND REQUIRED FEATURES

## GENERAL

It is the intent of this specification to describe a four (4) wheel drive, articulated steering, front end loader with general-purpose bucket, and all weather cab with air conditioning.

	·····		_
MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS	EXCEPTIONS	
A. WEIGHT  The unit shall have a minimum operating weight of 21,000 lbs. when equipped with a 2.25 cubic yard bucket, cab, and a 1,000 pound counterweight. Specify any additional counterweight required in obtaining specified operating weight.  Weight Offered:  21,603  Added Counterweight Required:	×	A.	
B. <u>DIMENSIONS</u> 1. Wheel base: 100" to 108"  Base Offered: 108 inches	<b>5</b> 2'	B. 1.	
2. Width over tires: 92" to 95" Width Offered: <u>92</u> inches	<b>)S</b> 2	2.	
3. Height over cab: 125" to 132"  Height Offered: /25 inches	A	3.	
4. Ground clearance: 16" minimum Ground Clearance Offered: 16-2nches	Ø.	4.	



	MEETS	
MINIMUM SPECIFICATIONS	SPECIFICATIONS	EXCEPTIONS
C. ENGINE		C.
A four (4) cylinder, diesel engine, rated at 110 net horsepower minimum at 2000 engine RPM, shall be provided. Engine cubic inch displacement shall be not less than 239 cubic inches. The engine provided shall meet all EPA emission requirements. Engine provided shall be turbo charged or naturally aspirated. If naturally aspirated, a spark arresting muffler shall be provided.  Engine Offered: 477AA - 4502 7		
The following features are required:  1. Heavy duty spin on fuel and oil filters	Ø	1.
2. Pusher fan	Ø	2.
Two (2) stage air cleaner with automatic discharge	<b>/</b> \$1	3.
Spin on water filter with     replaceable conditioning element	ø	4.
5. Coolant recovery system for radiator	Ø	5.
D. <u>ELECTRICAL SYSTEM</u>		D.
A twenty-four (24) volt electrical system with 45 AMP alternator and two (2) twelve (12)-volt batteries rated at 600 cold cranking AMPS minimum shall be provided.	Œ	
The following components are required:		
1. Horn	赵	1.
2. Neutral start switch	· Þ8	2.

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MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS	EXCEPTIONS
Sealed beam lights (driving and working), stop and tail lights	ø	3.
Keyed ignition, directional turn signals, and emergency flashers	×	4.
5. Strobe light mounted on cab roof, with hinged base to permit over-height transporting and brush guard. A control switch shall be located in the operator's compartment. Strobe light shall be ECCO Model #6660, or equal.  Manufacturer: ECCO Model: 6660 A	<b>∑</b>	5.
E. STEERING  Center pivot articulated, hydrostatic power steering with a minimum steering angle of 40 degrees in each direction shall be provided. Turning radius with specified tires shall not exceed 18' 1".  Steering Type:   Specified  Turning Radius Offered: 194.8"	চ্ব	E.

		MEETS	
	MINIMUM SPECIFICATIONS	SPECIFICATIONS	EXCEPTIONS
	F. TRANSMISSION AND POWER TRAIN		F.
	The unit shall be equipped with a torque converter and counter shaft transmission. The torque converter shall have a minimum stall ratio of 3 to 1. Shall be a minimum of four (4) speeds forward and three (3) speeds in reverse. Gear selector and a forward/reverse shuttle control shall be located on the loader control lever. Front and rear axles shall be equipped with outboard planetaries and limited slip or hydraulic lock differentials.  Stall Ratio Offered: 2.579  Differential Offered: 2.579	J⊠	
•	G. BRAKES  1. The service brakes shall be air over hydraulic or hydraulic actuated four (4) wheel internal wet disc brakes. The system shall be dual pedal type. Left pedal shall neutralize the transmission in addition to applying brakes.  SASCEPPE PED d:	¥	G. 1.
	2. Parking brake shall be disc or drum and shoe type and independent from the service brakes. The parking brake lever shall disengage the transmission when applied.  Parking Brake Type Offered:  AS SPECIFIED	jα	2.



	MINIMUM SPECIFICATIONS	MEE SPECIFIC		EXCEPTIONS	
	H. TIRES The tires shall be 17.5 x 25, 16 ply, L-2 tread. Size and Type Offered: AS SPECIFIED	×		Н	
	I. HYDRAULIC SYSTEM  The hydraulic system shall utilize a vane-type pump. Pump flow shall not be less than 35 GPM @ 2000 engine RPM. An in-line filter of ten (10) microns shall be provided.			I. Variable Flow apial Pister Jung	
	Type and Rating Offered:  Variable Flow areal Piston Pu  Filter Microns Offered: 10 Muron	ſ			
J	The following are minimum capacities:  1. Fuel tank: 50 U.S. gallons  Capacity Offered: 50 U.S. gallons	ছ	J.		
	2. Hydraulic system: 30 U.S. gallons  Capacity Offered: 30 U.S. gallons	<b>A</b>	2.	·	
	3. Cooling system: 4 U.S. gallons  Capacity Offered: 4 U.S. gallons  gallons	A	3.		
	4. Engine oil with filter: 4.0 U.S. gallons  Capacity Offered:	Þ	4.		

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MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS	EXCEPTIONS
K. INSTRUMENTATION  1. The following gauges shall be provided:	Ø.	K. 1.
<ul> <li>a. Fuel level</li> <li>b. Engine water</li> <li>c. Hour meter</li> <li>d. Voltmeter</li> <li>e. Engine oil pressure</li> </ul>		
f. Air pressure g. Transmission temperature	·	
<ul> <li>2. A warning light monitoring system shall be provided for the following functions:</li> <li>a. Air cleaner restriction</li> <li>b. Hydraulic filter restriction</li> <li>c. Engine oil pressure</li> <li>d. Parking brake</li> <li>e. Brake air pressure</li> </ul>	' <b>,</b> ⊠'	2.
L. ATTACHMENTS  The unit shall be equipped with a general purpose bucket and a two (2) spool, single lever control valve. The loader features shall include self-leveling, automatic return-to-dig, and height control. Factory installed ride control shall be integrated into the loader lift circuit. Ride control shall absorb shock loads to the loader linkage and reduce fore and aft pitching, stabilizing the loader while in transport. Ride control must be engaged and disengaged by a switch located in the operator's station.	İ <b>Σ</b>	L.



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MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS		EXCEPTIONS
The following are minimum requirements:  1. Bucket type: General Purpose Type Of AS: SPECIFIED	×	1.	
<ol> <li>Bucket capacity: 2.25 cubic yards, heaped.</li> <li>Capacity Offered: 2.25 cubic yards</li> </ol>	,e's	2.	
Reversible tungsten carbide impregnated bolt on cutting edge shall be provided.	Ø	3.	;
4. Breakout force: 18,000 pounds Force Offered: 19,000 pounds	<b>/</b> ar	4.	
5. Tipping load:	<b>⊠</b>	5.	
a. Straight: 17,000 pounds  Capacity Offered: 17,060  pounds			
b. Full turn: 14,000 pounds  Capacity Offered: /4,293  pounds			
6. Height to bucket hinge pin: 12'  Height Offered: 13-9" feet	.%	6.	
7. Two (2) 3/8" chain lifting grab hooks welded on top edge shall be provided.	ß	7.	

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MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS	EXCEPTIONS
M. ROLLOVER PROTECTIVE CAB STRUCTURE		M
This unit shall be equipped with a State of California Division of Industrial Safety approved R.O.P.S. all weather cab. The cab shall be mounted to the loader frame section behind the articulation point.	<b>A</b>	
The following additional cab features shall be provided:		
1. Heater and defroster	<b>IZ</b> (	1.
2. Air conditioning	Ø	2.
3. Front and rear windshield wiper with washer	⊠'	3.
Deluxe suspension seat with arm rest and 3" seat belts	<b> S</b>	4.
5. In cab 2" x 16" horizontal rear view mirror	⊠'	5
6. West Coast mirrors	· <b>(</b> \alpha'	6.
7. Tinted glass	<b>⊠</b>	7.
N. ACCESSORIES		N.
The unit shall be delivered with the following accessories:		
1. Lock up kit	<b>527</b>	1.
SMV (Slow Moving Vehicle)     emblem	(SI)	2.
3. Backup alarm shall be ECCO Smart Alarm Model SA914, or equal	<b>15</b> 0	3.
Manufacturer: <u>ECCO</u> Model: <u>LGGOA</u>		



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, MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS	EXCEPTIONS
4. Front and rear tie down pads to utilize 3/8" binder chains	屎	4.
5. Fenders	<u>,</u>	5.
6. 1,000 pound counterweight	[図]	6.

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# REQUIRED FEATURES FOR SCHEDULE 3

These specifications describe features/equipment that may be required and will be ordered at the City's discretion. Such features/equipment shall be compatible with the articulated wheel loader and shall be installed and ready for operation upon delivery.

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MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS	EXCEPTIONS
A. 4-IN-1 MULTI-PURPOSE LOADER BUCKET (Item 2)		A.
The unit shall be equipped with a Multi-Purpose bucket and a three (3) spool, dual lever control valve. The loader features shall include; self-leveling, automatic return to dig and height control. Factory installed ride control shall be integrated into the loader lift circuit. This feature shall absorb shock loads to the loader linkage and reduce fore and aft pitching, stabilizing the loader while in transport. Ride control must be engaged and disengaged by a switch located in the operator's station.	×	
The following minimum requirements shall be provided:  1. Bucket type: Multi Purpose  Type Offered: 4-/	<b>,⊠</b> '	1.
2. Bucket capacity: 2.0 cubic yards, heaped  Capacity Offered: /-5	Ø	2.
Reversible tungsten carbide impregnated bolt on cutting edge shall be provided.	'⊠'	3.
4. Breakout force: 20,000 pounds Force Offered: 20,000	j <b>x</b> ^	4.



		<del></del>	<u></u>
ata da a summa	MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS	EXCEPTIONS
Tarteries	5. Tipping load:	<u>,</u> <b>⊠</b> `	5.
	a. Straight: 17,000 pounds		
	Capacity Offered: 17,000		·
	b. Full turn: 14,000 pounds		
	Capacity Offered: 14,000		
	6. Height to bucket hinge pin: 12'	. 🔀	6.
	Height Offered: 12'		
7	7. Two (2) 3/8" grab chain lifting hooks welded on top edge.	<i>⊠</i> c	7.
D A			7
tl tc fi h	AUXILIARY HYDRAULICS (Item 3) Auxiliary hydraulics shall be routed to the rear of the loader. Hydraulic flow this accessory shall be controlled from the operator's station via hydraulic diverter valve. Access to thick couplers shall be through the ear grill.	231	В.
	UCKET COUPLING SYSTEM tem 4)	×	C
co Th se en sha	pneumatic or hydraulic engaging pupling system shall be provided. The coupling system shall be lf-aligning. A control lever which gages and disengages locking pins all be located in the operator's strion.		

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# VII. SPECIFICATIONS AND CHECKLIST FOR SCHEDULE 4 - ARTICULATED WHEEL LOADER 2.50 CUBIC YARD, GENERAL PURPOSE BUCKET AND REQUIRED FEATURES

## **GENERAL**

It is the intent of this specification to describe a four (4) wheel drive, articulated steering, front end loader with general-purpose bucket, and all weather cab with air conditioning.

MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS	EXCEPTIONS
A. WEIGHT  The unit shall have a minimum operating weight of 27,000 lbs. when equipped with a 2.5 cubic yard bucket, cab and a 1,000 pound counterweight. Specify any additional counterweight required in obtaining specified operating weight.  Weight Offered:  27471  Added Counterweight Required:	ps.	A.
B. <u>DIMENSIONS</u> 1. Wheel base: 112" to 118"  Base Offered:// // Linches	È	B. 1.
2. Width over tires: 96" to 100" Width Offered: 96 inches	)对	2.
3. Height over cab: 125" to 132"  Height Offered: 128 inches	<b>\z</b> i	3.
4. Ground clearance: 16" minimum Ground Clearance Offered:  /   inches	<i>J</i> <b>S</b>	4.

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	MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS	EXCEPTIONS
	C. ENGINE		C.
	A six (6) cylinder, diesel engine, rated at 125 net horsepower minimum at 2000 engine RPM, shall be provided. Engine cubic inch displacement shall be not less than 359 cubic inches. The engine provided shall meet all EPA emission requirements. Engine provided shall be turbo charged or naturally aspirated. If naturally aspirated, a spark arresting muffler shall be provided.	e	
	The following features are required:  1. Heavy duty spin on fuel and oil	ব্র	1.
-	filters		
_	2. Pusher fan	<b>X</b>	2.
	Two (2) stage air cleaner with automatic discharge	Ø	3.
	Spin on water filter with replaceable conditioning element	図	4.
	<ol> <li>Coolant recovery system for radiator</li> </ol>	E	5.
D	ELECTRICAL SYSTEM  A twenty four (24) volt electrical system with 65 AMP alternator and two (2) twelve (12) volt batteries rated at 600 cold cranking AMPS minimum shall be provided.	应	D.
	The following components are required:		
	1. Hom	125	1.
	2. Neutral start switch	<b>Ø</b>	2.



MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS	EXCEPTIONS
Sealed beam lights (driving and working), stop and tail lights	<b>X</b>	3.
Keyed ignition, directional turn signals, and emergency flashers	<b>V</b>	4.
5. Strobe light mounted on cab roof, with hinged base to permit over-height transporting and brush guard. A control switch shall be located in the operator's compartment. Strobe light shall be ECCO Model #6660, or equal.  Manufacturer: FCCO	⊠'	5.
E. STEERING  Center pivot articulated, hydrostatic power steering with a minimum steering angle of 40 degrees in each direction shall be provided. Turning radius with specified tires shall not exceed 18! 1".  Steering Type: ARTICULATED POWER Turning Radius Offered: 204.5"	ER STERRING	E.

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	MINIMUM SPECIFICATIONS	MEETS . SPECIFICATIONS	EXCEPTIONS
	F. TRANSMISSION AND POWER TRAIN		F.
	The unit shall be equipped with a torque converter and counter shaft transmission. The torque converter shall have a minimum stall ratio of 3 to 1. Shall be a minimum of four (4) speeds forward and three (3) speeds in reverse. Gear selector and a forward/reverse shuttle control shall be located on the loader control lever. Front and rear axles shall be equipped with outboard planetaries and limited	⊠″	
	slip or hydraulic lock differentials.  Stall Ratio Offered: 2.07.1		
	Differential AfgreSPECIFIED		
1	G. <u>BRAKES</u>		G.
	1. The service brakes shall be air over hydraulic or hydraulic actuated four (4) wheel internal wet disc brakes. The system shall be dual pedal type. Left pedal shall neutralize the transmission in addition to applying brakes.	<b>8</b> 4	
	Service Brake Type Offered: AS SPECIFIED		·
	2. Parking brake shall be disc or drum and shoe type and independent from the service brakes. The parking brake lever shall disengage the transmission when applied.	<u>, za</u>	2.
	Parking Brake Type Offered:  AS SPECIFIED		

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MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS	EXCEPTIONS
H. TIRES  The tires shall be 20.5 x 25, 16 ply, L-2 tread.	<b>⋈</b> "	H.
Size and Tyne Offered: 20.5 X25 /2 PLY & 2 Coolyred	z.	·
I. HYDRAULIC SYSTEM  The hydraulic system shall utilize a dual, vane-type tandem pump.  Combined pump flow shall not be less than 70 GPM @ 2200 engine RPM. An in-line filter of (ten) 10 microns shall be provided.	Œ	I.
Type and Rating Offered:  VAR IN BLE DISPLACEMENT P  Filter Microns Offered: 10 MICRONS	STON JOGPON	×
J. FLUID CAPACITIES  The following are minimum capacities:  1. Fuel tank: 50 U.S. gallons  Capacity Offered: 50 U.S. gallons	<b>2</b> 3	J. 1.
2. Hydraulic system: 40 U.S. gallons  Capacity Offered: 30 U.S. gallons	D	2. 306AL
3. Cooling system: 7 U.S. gallons  Capacity Offered: U.S. gallons	Þ	3.
4. Engine oil with filter: 4.0 U.S. gallons  Capacity Offered: 4 U.S. gallons	[∑]	4.

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MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS	EXCEPTIONS
K. INSTRUMENTATION		K.
The following gauges shall be provided:     a. Fuel level	<b>⊠</b>	1.
a. Fuel level b. Engine water		
c. Hour meter		
d. Voltmeter		
e. Engine oil pressure		
f. Air pressure		
g. Transmission temperature		
A warning light monitoring system shall be provided for the following functions:	%Z	2.
a. Air cleaner restriction	·	
b. Hydraulic filter restriction		
c. Engine oil pressure		·
d. Parking brake	•	
e. Brake air pressure		
L. ATTACHMENTS	1	J.
The unit shall be equipped with a general purpose bucket and a two (2) spool, single lever control valve. The loader features shall include	<b>⊠</b>	
self-leveling, automatic return-to-dig and height control. Factory installed ride control shall be integrated into the loader lift circuit. Ride control shall		
absorb shock loads to the loader linkage and reduce fore and aft pitching, stabilizing the loader while in transport. Ride control must be engaged and disengaged by a switch located in the operator's station.		

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MINIMUM SPECIFICATIONS	MEETS . SPECIFICATIONS	EXCEPTIONS
The following are minimum requirements:  1. Bucket type: General Purpose  Type Offered: G.P.	ba∕	1.
Bucket capacity: 2.5 cubic yards, heaped     Capacity Offered:	<b>≥</b> Ø'	2.
Reversible tungsten carbide impregnated bolt on cutting edge shall be provided	pa.	3.
4. Breakout force: 22,000 pounds Force Offered: 25,900 pounds	<b>\(\sigma\)</b>	4.
<ul> <li>5. Tipping load:</li> <li>a. Straight: 17,000 pounds</li> <li>Capacity Offered: Ilipow</li> <li>pounds</li> <li>b. Full turn: 15,000 pounds</li> <li>Capacity Offered: 15000</li> <li>pounds</li> </ul>	ba'	5.
6. Height to bucket hinge pin: 12' Height Offered: 150" feet	<b>⊠</b>	6.
7. Two (2) 3/8" chain lifting grab hooks welded on top edge shall be provided.	B	7.

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MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS	EXCEPTIONS
M. ROLLOVER PROTECTIVE CAB STRUCTURE		M.
This unit shall be equipped with a State of California Division of Industrial Safety approved R.O.P.S. all weather cab. The cab shall be mounted to the loader frame section behind the articulation point.	,te	
The following additional cab features shall be provided:		
I. Heater and defroster	图	1.
2. Air conditioning	Þ	2.
Front and rear windshield wiper with washer	<b>⊠</b> ′	3.
Deluxe suspension seat with arm rest and 3" seat belts	⊠"	4.
5. In cab 2" x 16" horizontal rear view mirror	<b>(3</b> 5	5.
6. West Coast mirrors	<b>S</b>	6.
7. Tinted glass	₩.	7.
N. ACCESSORIES		N.
The unit shall be delivered with the following accessories:		
1. Lock up kit	<b>5</b>	1.
SMV (Slow Moving Vehicle)     emblem	B	2.
3. Backup alarm shall be ECCO Smart Alarm Model SA914, or equal Manufacturer: PRECO Model: 250		3. PRECO 250



MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS	EXCEPTIONS
4. Front and rear tie down pads to utilize 3/8" binder chains	蚀	4.
5. Fenders	Ø	5.
6. 1,000 pound counterweight	Þ	6.

## REQUIRED FEATURES FOR SCHEDULE 4

These specifications describe features/equipment that may be required and will be ordered at the City's discretion. Such features/equipment shall be compatible with the articulated wheel loader and shall be installed and ready for operation upon delivery.

		·
A. 4-IN-1 MULTI-PURPOSE LOADER BUCKET (Item 2)		A.
The unit shall be equipped with a Multi-Purpose bucket and a three (3) spool, dual lever control valve. The loader features shall include; self-leveling, automatic return-to-dig and height control. Factory installed ride control shall be integrated into the loader lift circuit. This feature shall absorb shock loads to the loader linkage and reduce fore and aft pitching, stabilizing the loader while in transport. Ride control must be engaged and disengaged by a switch located in the operator's station.	<b>S</b>	
The following minimum requirements shall be provided:		
1. Bucket type: Multi Purpose	<b>⊠</b>	1.
Type Offered: MULTI PURPOSE		:
Bucket capacity: 2.0 cubic yards, heaped	<b>1</b> 26.	2.
Capacity Offered: 2.5 cubic yards		

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MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS	EXCEPTIONS
3. Reversible tungsten carbide impregnated bolt on cutting edge shall be provided.	<b>S</b>	3.
4. Breakout force: 21,000 pounds Force Offered: 22,000 pounds	a	4.
5. Tipping load:  a. Straight: 18,000 pounds  Capacity Offered: 18,000 pounds  b. Full turn: 15,000 pounds  Capacity Offered: 15,000 pounds	<b>/3</b> €.	5.
6. Height to bucket hinge pin: 12' Height Offered: / 50" feet	<u> </u>	6.
7. Two (2) 3/8" chain lifting grab hooks welded on top edge.	<b>€</b> .	7.
B. AUXILIARY HYDRAULICS (Item 3) Auxiliary hydraulics shall be routed to the rear of the loader. Hydraulic flow to this accessory shall be controlled from the operator's station via hydraulic diverter valve. Access to quick couplers shall be through the rear grill.	<b>X</b>	B

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MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS	EXCEPTIONS
C. BUCKET COUPLING SYSTEM (Item 4)	X	C.
A pneumatic or hydraulic engaging coupling system shall be provided. The coupling system shall be self-aligning. A control lever which engages and disengages locking pins shall be located in the operator's station.		
System Offered: ACS COUPLE		

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# IX. SPECIFICATIONS AND CHECKLIST FOR SCHEDULE 6 – ARTICULATED WHEEL LOADER 4.0 CUBIC YARD, GENERAL PURPOSE BUCKET AND REQUIRED FEATURE

### GENERAL

It is the intent of this specification to describe a four (4) wheel drive, articulated steering, front end loader with general-purpose bucket, and all weather cab with air conditioning.

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MINIMUM SPECIFICATIONS	MEETS SPECIFICATION	S EXCEPTIONS
A. WEIGHT  The unit shall have a minimum operating weight of 38,000 lbs. when equipped with a 4.0 cubic yard bucket, cab and a 1,000 pound counterweight. Specify any additional counterweight required in obtaining specified operating weight.  Weight Offered:  38000  Added Counterweight Required:	<b>⊠</b> '	A
B. <u>DIMENSIONS</u> 1. Base: 120" to 130"  Base Offered: /25. inches	⊠.	B. 1.
2. Width over tires: 100" to 106" Width Offered: / 06 inches	Ø	2.
3. Height over cab: 125" to 137"  Height Offered: /31 inches	j <u>⊠</u> .	3.
4. Ground Clearance: 15" minimum Ground Clearance Offered:  //S inches	Ø.	4.

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MINIMUM SPECIFICATIONS  C. ENGINE  A six (6) cylinder, diesel engine, rated at 185 net horsepower minimum at 2000 engine RPM, shall be provided. Engine cubic inch displacement shall be not less than 500 cubic inches. The	TIONS
A six (6) cylinder, diesel engine, rated at 185 net horsepower minimum at 2000 engine RPM, shall be provided. Engine cubic inch displacement shall be not less than 500 cubic inches. The	
at 185 net horsepower minimum at 2000 engine RPM, shall be provided. Engine cubic inch displacement shall be not less than 500 cubic inches. The	
engine provided shall meet all EPA emission requirements: Engine provided shall be turbo charged or naturally aspirated. If naturally aspirated, a spark arresting muffler shall be provided. Engine Offered: 67AA-B302 NEIZ II CEATIFIED	
The following engine features are required:	
1. Heavy duty spin on fuel and oil filters	
2. Pusher fan 🗵 2.	
3. Two (2) stage air cleaner with automatic discharge	
4. Spin on water filter with replaceable conditioning element	
5. Coolant recovery system for radiator 🗷 5.	
D. <u>ELECTRICAL SYSTEM</u> D.	
A twenty-four (24) volt electrical system with 65 AMP alternator and two (2) 12 volt batteries rated at 600 cold cranking AMPs minimum shall be provided.	
The following components are required:	
1. Horn 55 1.	

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М	INIMUM SPECIFICATIONS	MEETS SPECIFICATIONS	S EX	CEPTIONS
2. N	leutral start switch	×	2.	
1	ealed beam lights (driving and orking), stop and tail lights	<b>B</b>	3.	
	eyed ignition, directional turn gnals, and emergency flashers	N	4.	
wi ov gu loc coi EC	robe light mounted on cab roof, th hinged base to permit er-height transporting and brush ard. A control switch shall be cated in the operator's mpartment. Strobe light shall be CCO Model #6660A or equal. anufacturer: ECO	<b>3</b>	5.	
power steerin directi radius exceed Steerin	r pivot articulated, hydrostatic steering with a minimum of angle of 40 degrees in each on shall be provided. Turning with specified tires shall not 19' 1".  g AS: SPECIFIED  g Radius Offered: 22 6	Æ	E.	

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MINIMUM SPECIFICAT	rions .	MEETS SPECIFICATION:	S	EXCEPTIONS
F. TRANSMISSION AND POTRAIN	WER		F.	v.'
The unit shall be equipped very converter and counter shaft transmission. The torque conshall have a minimum stall respects forward and three (3) reverse. Gear selector and a forward/reverse shuttle control located on the loader control Front and rear axles shall be with outboard planetaries and slip or hydraulic lock different	ratio of of four (4) speeds in rol shall be lever. equipped d limited			
Stall Ratio Offered: 2.29 Differential Offered:	-			
LIMITED SLIP				
G. BRAKES  1. The service brakes shall be hydraulic or hydraulic actually four (4) wheel, internal we brakes. The system shall be pedal type. Left pedal shat neutralize the transmission addition to applying brakes.	nated et disc oe a dual li in	<b>⊠</b>	G. 1.	
Service Brake Type Offere AS SPECIFIED				
2. Parking brake shall be disc and shoe type and indepen- the service brakes. The pa- brake lever shall disengage transmission when applied. Parking Brake Type Offered: AS SPECII	dent from rking the	́д	2.	



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MINIMUM SPECIFICATIONS	MEETS SPECIFICATION	NS	EXCEPTIONS	
H. TIRES  The tires shall be 23.5 x 25, 12 ply, L-2 tread.  Size and Type Offered:  AS SPECIFIED	. <b>)</b>	Н.		
I. HYDRAULIC SYSTEM  The hydraulic system shall utilize a dual, vane-type tandem pump. Combined pump flow shall not be less than 70 GPM at 2200 engine rpm. An in-line filter of 10 microns shall be provided.  Type and Rating Offered:  AS SPECIFIED	×	I.		
J. FLUID CAPACITIES The following are minimum capacities:  1. Fuel tank: 70 U.S. gallons Capacity Offered: 20 U.S. gallons	<b>E</b>	J.		
2. Hydraulic system: 45 U.S. gallons  Capacity Offered: 46  U.S. gallons	⊠' .	2.		
3. Cooling system: 8 U.S. gallons  Capacity Offered: 8.5  U.S. gallons	<b>8</b> 7	3.		
4. Engine oil with filter: 5.5 U.S. gallons  Capacity Offered: 5,5  U.S. gallons	<b>Z</b>	4.		



MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS	EXCEPTIONS
K. INSTRUMENTATION		K.
The following gauges shall be provided:	6₹21	1.
<ul> <li>a. Fuel level</li> <li>b. Engine water</li> <li>c. Hour meter</li> <li>d. Voltmeter</li> <li>e. Engine oil pressure</li> <li>f. Air pressure</li> <li>g. Transmission temperature</li> </ul>		
<ol> <li>A warning light monitoring system shall be provided for the following functions:</li> </ol>	¥	2.
<ul> <li>a. Air cleaner restriction</li> <li>b. Hydraulic filter restriction</li> <li>c. Engine oil pressure</li> <li>d. Parking brake</li> <li>e. Brake air pressure</li> </ul>		
L. ATTACHMENTS  The unit shall be equipped with a general purpose bucket and a two (2) spool, single lever control valve. The loader features shall include self-leveling, automatic return-to-dig and height control. Factory installed ride control shall be integrated into the loader lift circuit. Ride control shall absorb shock loads to the loader linkage, and reduce fore and aft pitching, stabilizing the loader while in transport. Ride control shall be engaged and disengaged by a switch located in the operator's station.	<b>区</b>	L.
The following are minimum requirements:		
1. Bucket type: General Purpose  Type Offered:   ———————————————————————————————————	<b>Ed</b> ' ]	i.

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	MINIMUM SPECIFICATIONS	MEETS SPECIFICATION	S	EXCEPTIONS
	2. Bucket capacity: 4.0 Cubic yards, heaped  Capacity Offered: 4  cubic yards	國	2.	
	<ol> <li>Reversible tungsten carbide impregnated bolt on cutting edge shall be provided.</li> </ol>	EZ	3.	
	4. Breakout force: 30,000 pounds Force Offered: 30,000 pounds	- 8	4.	
	5. Tipping load	<b>∑</b> 2€¹	5.	
	<ul> <li>a. Straight: 29,000 pounds</li> <li>Capacity Offered: 29,100 pounds</li> </ul>		a.	
	b. Full turn: 23,000 pounds  Capacity Offered: 23,200  pounds	<u>⊠</u>	b.	
	6. Height to bucket hinge pin: 12' Height Offered: 12-52 feet	瑶	6.	
	7. Two (2) 3/8" chain lifting grab hooks welded on top edge shall be provided.	NZ.	7.	
М.	ROLLOVER PROTECTIVE CAB STRUCTURE		M.	
	This unit shall be equipped with a State of California Division of Industrial Safety approved R.O.P.S. all weather cab. The cab shall be mounted to the loader frame section behind the articulation point.	1287		

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MEETS SPECIFICATIONS	EXCEPTIONS
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## REQUIRED FEATURE FOR SCHEDULE 6

These specifications describe features/equipment that may be required and will be ordered at the City's discretion. Such features/equipment shall be compatible with the articulated wheel loader and shall be installed and ready for operation upon delivery.

MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS	EXCEPTIONS
A. 4-IN-1, MULTI-PURPOSE LOADER BUCKET (Item 2)		A.
The unit shall be equipped with a Multi-Purpose bucket with a three (3) spool, dual lever control valve. The loader features shall include self-leveling, automatic return-to-dig and height control. Factory installed ride control shall be integrated into the loader lift circuit. Ride control shall absorb shock loads to the loader linkage, and reduce fore and aft pitching, stabilizing the loader while in transport. Ride control shall be engaged and disengaged by a switch located in the operator's station.	<b>₽</b>	
The following minimum requirements shall be provided:	_	1.
1. Bucket type: Multi Purpose  Type Offered: 4-/	<b>⊠</b>	.1.
2. Bucket capacity: 3.0 cubic yards, heaped Capacity Offered:   ∠ cubic yards	⊠.	2.
Reversible, tungsten carbide impregnated bolt on cutting edge shall be provided	. 23	3.
4. Breakout force: 40,000 pounds Force Offered: 40,000 pounds	B	4.



MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS	EXCEPTIONS
5. Tipping load	<b>E</b>	5.
a. Straight: 27,000 pounds		a.
Capacity Offered: 27,691 pounds		
b. Full turn: 22,000 pounds	1	b.
Capacity Offered: 22,000 pounds		
6. Height to bucket hinge pin: 12' Height Offered: /5°5-" feet	FaQ.	6.
7. Two (2) 3/8" chain lifting grab hooks welded on top edge.	<b>Þ</b> a, -	7.

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#### **BIDDER'S REFERENCES**

The Bidder is required to provide a minimum of five (5) customers that have purchased similar equipment. This will enable the City of San Diego to judge product reliability, vendor performance and other information.

REFERENCES

# Company Name: CITY OF SAN DIEGO Contact Name: Michael Winterberg Address: Phone Number: Fax Number: Dollar Value of Contract: \$ 500, 000 per y FAL Contract Dates: 2004 - 2009 Requirements of Contract: Firminh Joadus Joadus Joadus to the city Company Name: <174 OF SAN DIEGO Contact Name: muchael Winterburg Phone Number: Address: \_\_\_\_ Fax Number: Dollar Value of Contract: \$ 50,000 fee year Contract Dates: 2002 - 2006 Requirements of Contract: Furnish Zuman Trailer to the city Company Name: CITY of SAN DIEGO Contact Name: Muchael Winterbay Phone Number: Address: Fax Number: Dollar Value of Contract: \$ 60,000 per yan Contract Dates: 2002 - 2006 Requirements of Contract: Furnish Zueman Tracken to the city

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# REFERENCES (continued)

Company Name: City of Los angeles	Contact Name: Frank Smith
Address:	Phone Number:
	Fax Number:
Dollar Value of Contract: \$ 175,000 pin year	- Contract Dates: 2003 - 200B
Requirements of Contract: Fund men	case loaden to the city
Company Name: County of San Diego  Address:	Contact Name: Lita Marcelina  Phone Number: BSB-694-2880  Fax Number:  Contract Dates: 2/23 - 62/04
Dollar Value of Contract: \$ 15,000	Contract Dates: 7/03 -6/04
Requirements of Contract: Blanket order	for sevice & Repair

PJ.U

# Certification Survey

For Small, Ethnically and Culturally Diverse, Woman, Disadvantaged, Disabled Veteran, Or Other Businesses

All C	ontractors are required to co	omplete this form and re	eturn it with their bid	package.		
Comp	pany Name:	•		·		_
Mailii	ng Address:		· · · · · · · · · · · · · · · · · · ·			_
Telepl	hone No.: ()		-			
E-Mai	il Address:					
1.	Contractor's company is disadvantaged, disabled v					ın,
	Certification Number/Age	ency:				
2.	Contractor's company has	applied for certification	n?	□ Yes	□ No	
	If yes, which agency?				<del></del> .	
3.	Contractor's company is a	n independently owned	business?	□ Yes	□ No	
4.	Contractor's company is 5 individual*?	1% or more owned by a	a socially, economical	lly, disadva □ Yes	_	
5.	SIC Code:		<del></del> .			
6.	Number of Employees:					
7.	Annual Gross Receipts (thi	ee year average):				
8.	This is not an application for certification, please check to		would like to receive a	an applicat	ion for	
certify	that this information is cor					
	,	۸,	uthorized Signature		(Date)	

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<sup>\*</sup> Black Americans, Native Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Women, any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA) at such time as the SBA designation becomes effective.

### ATTACHMENT A

# City of San Diego EQUIPMENT AND VEHICLE FINANCING PROGRAM Contractor Requirements

The Equipment and Vehicle Financing Program is a lease-to-purchase program to finance City equipment acquisitions. At the City's option, the Equipment and Vehicle Financing Program may be used to fund new acquisitions. The following information outlines the Equipment and Vehicle Financing Program requirements for Contractors.

### **EQUIPMENT ORDERS**

Successful Bidders will receive an Order Letter in place of a Purchase Order from the City's Financing Services Department. A sample Order Letter is attached. The Order Letter will designate the equipment to be ordered and will confirm that the City has obtained pre-approval from a lease provider to fund the acquisition.

- Sign the Order Letter and return a copy to City of San Diego Financing Services, within ten (10) business days to acknowledge receipt of the order.
- The Order Letter will designate a lease number to be used by the Contractor on all shipping and billing documents.

### DOCUMENTATION REQUIRED FROM CONTRACTORS PRIOR TO FUNDING

The lease provider will make full payment to the Contractor upon receiving approval from the City. The City will provide approval only after the equipment has been accepted by the acquiring Department and the complete documentation from the Contractor detailed below has been received.

- Two (2) invoice copies are required: one (1) to be provided directly to the City Department acquiring the equipment and one (1) to be provided directly to the City's Financing Services Department. Addresses are provided in the Order Letter.
- A copy of the Manufacturer's Certificate of Origin for equipment is required by the City's lease provider prior to funding the equipment. Contractors are requested to provide a copy of the Manufacturer's Certificate of Origin to the City with the invoices at the time of delivery or a minimum of seven (7) business days prior to receipt of funds.
- The lease provider is required to be designated as lienholder on the title and Manufacturer's Certificate of Origin for all vehicles purchased. The City will be named as titleholder.

MIL

### SALES TAX PAYMENT

Sales tax will not be financed.

- Sales tax will be paid by the City directly to California Contractors in a separate check at 7.5%.
- Sales tax will be paid by the City directly to the State of California at 7.5%, for out-of-state Contractors. This will be confirmed in the Order Letter. If further verification of sales tax payment is required by out-of-state Contractors, contact the Master Lease Program Administrator.

### PAYMENT FOR EQUIPMENT

Funding will require a minimum of seven (7) business days for processing by Financing Services and the City's lease provider, after receipt of written acceptance of the equipment from the acquiring City department. Acquisitions CAN NOT and WILL NOT be funded until the acquiring City department accepts and approves the equipment.

Funds will be wired or overnighted by the lease provider, depending on the dollar value of the acquisition. Financing Services will notify Contractors of the date funds are scheduled to be wired or overnighted.

To receive wired funds, Contractors must provide the following information on COMPANY LETTERHEAD:

- · Name, address and telephone number of bank to which funds are to be wired;
- Bank routing number;
- Account number and account name;
- Signature and title of person supplying this information; and,
- Contractor federal tax I.D. number

### **QUESTIONS**

- Questions about the Equipment and Vehicle Financing Program may be directed to Kristina Blake, Financing Services, (619) 533-6491 or Cheryl Mercer, Financing Services, (619) 236-6928; Fax (619) 235-5890; City of San Diego, 202 'C' Street, M.S. 7B, San Diego, CA 92101.
- Contractors are prohibited from contacting the City's lease provider regarding the Equipment and Vehicle Financing Program or Contractor payment status.



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Bid No. 6214-04-Z

Date

Contractor Representative Contractor Name Street Address City, State Zip Code

Dear Mr./Ms:

Subject: Bid Number

The City of San Diego is ordering the equipment described below from CONTRACTOR in accordance with the specifications of bid number ###. This order is independent of any other equipment the City of San Diego may order from CONTRACTOR through a purchase order. The total price of this order is \$ \_\_\_\_\_ plus sales tax. The equipment will be funded by the City through a lease purchase agreement with LEASE PROVIDER. Preapproval of the lease purchase through LEASE PROVIDER is enclosed.

The equipment to be lease purchased is:

Quantity (#) Brand Name, Model, and Description

This letter authorizes CONTRACTOR to provide the City with the equipment as specified and to bill the City for the sale. Upon passing the City's incoming inspection and upon receipt of original invoice(s) and, if appropriate, manufacturer's certificate(s) of origin, the City will notify LEASE PROVIDER to make payment for the equipment. The sales tax will be paid by the City to CONTRACTOR in a separate check at 7.75%.

Please use lease #NUMBER on all shipping and billing documents related to this order. Where appropriate, equipment identification number(s) should be listed on the invoice(s). Please send original invoices to the City at the following addresses:

City Department

Kristina Blake Financing Services City of San Diego 202 C Street, MS 7B San Diego, CA 92101

(III)

Please sign below, indicating your acceptance of this order, and return a copy of this letter within ten (10) business days to Kristina Blake at the above address. Please refer questions regarding the leasing procedure to Kristina Blake, Financing Services, (619) 533-6491. Thank you.

Sincerely,

Patricia T. Fraz Deputy City Ma		
kb		
Enclosure: Le	ase Pre-Approval Form	
Contractor	· · · · · · · · · · · · · · · · · · ·	Date

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